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6 Attorneys for Defendant and Cross-Claimant,
HANJIN SHIPPING CO., LTD.

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

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11 LG ELECTRONICS U.S.A., INC. and LG) IN ADMIRALTY
12 ELECTRONICS, INC.,)
13 Plaintiffs,) Case No. CV 14-02559 SJO
14 v.) (ASx)
15 M/V STADT FREIBURG, its engines,) Honorable S. James Otero
16 tackle and apparel, *in rem*; STADT)
17 FREIBURG T&H SCHIFFAHRTS GMBH & CO)
18 KG, *in personam*; EVERGREEN MARINE)
19 CORP., *in personam*; and HANJIN)
20 SHIPPING CO., LTD., *in personam*,)
21 Defendants.)
22

23 HANJIN SHIPPING CO., LTD.,)
24 Cross-Claimant,)
25 v.)
26 STADT FREIBURG T&H SCHIFFAHRTS)
27 GMBH & CO KG, *in personam*;)
28 GREENCOMPASS MARINE S.A., *in*)
personam,)
Cross-Defendants.)

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1 COMES NOW, Hanjin Shipping Co., Ltd., assuming the position
2 of cross-claimant pursuant to Rule 13(g), Fed. R. Civ. P., and,
3 upon information and belief, alleges, avers, and states as
4 follows:

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6 1. Made cross-defendants are Stadt Freiburg T&H
7 Schiffahrts, GMBH Co., KG, the owner or owner pro hac vice of the
8 M/V STADT FREIBURG, and Greencompass Marine S.A., its time
9 charterer.

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11 2. If required, this Court has subject matter jurisdiction
12 over the claims for relief set forth herein under admiralty and
13 maritime jurisdiction. 28 U.S.C. §1333. Cross-claimant invokes
14 Rule 9(h), Fed. R. Civ. P.

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16 3. At Shanghai, China, on or about January 7, 2014, forty-
17 eight (48) ocean shipping containers owned or leased by Hanjin
18 and their alleged cargoes were loaded and stowed aboard the M/V
19 STADT FREIBURG by the cross-defendants, and each of them, and
20 placed in the actual custody of the cross-defendants, and each of
21 them, for carriage by sea to Los Angeles, California.

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23 4. Plaintiff alleges that while the containers and their
24 cargoes were aboard the M/V STADT FREIBURG in the custody and
25 possession of the cross-defendants, their agents, subcontractors,
26 servants, and employees, and each of them, the containers fell
27 overboard during heavy weather, resulting in the loss and/or
28 damage to the containers and the alleged cargoes inside.

1 5. Upon information and belief, cross-defendants' sea
2 carriage of the subject containers and cargo was performed on
3 Hanjin's behalf pursuant to contracts of affreightment, tariffs,
4 bills of lading, voyage and/or time charterparties, and/or slot
5 allocation and vessel sharing agreements.

6

7 6. Hanjin has performed all terms, conditions, and
8 covenants required on its part to be performed on its part, if
9 any, in accordance with the terms and conditions of the contracts
10 of affreightment, tariffs, bills of lading, voyage and/or time
11 charterparties, and/or slot allocation and vessel sharing
12 agreements, except those whose performance is excused.

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14 7. Hanjin alleges that if the plaintiffs sustained any
15 damages by reason of the matters alleged in the Complaint, which
16 is denied, such damages were caused by the cross-defendants, and
17 each of them, and their respective agents, servants, and
18 employees, as a result of their primary and active fault,
19 negligence, and/or breach of express or implied duties and
20 warranties as owners, charterers, carriers, bailees, or other
21 persons owing a duty of care, in contract, at law, or in equity,
22 during the loading, stowage, transport, handling, care, and
23 custody of the containers and cargo by the cross-defendants,
24 while Hanjin's negligence, if any, was passive and secondary,
25 and/or imputed to it solely by operation of law.

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1 8. Hanjin alleges that if and to the extent it is adjudged
2 to have any liability for the alleged loss or damage to the
3 plaintiffs' goods, which liability is denied, and to the extent
4 Hanjin sustained damages in its own right for damage to its
5 containers and salvage and transhipment costs in a sum no less
6 than \$200,000, Hanjin is entitled to indemnity from cross-
7 defendants, and each of them, plus an award of attorney's fees
8 and costs incurred by it in the defense of the plaintiff's
9 Complaint.

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11 WHEREFORE, defendant and cross-claimant Hanjin Shipping Co.,
12 Ltd., prays as follows:

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14 1. That plaintiff take nothing by its Complaint on file
15 herein, and that said Complaint be dismissed with prejudice;

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17 2. That in the event Hanjin is held liable to the
18 plaintiff, Hanjin be given judgment on its Cross-Claim for
19 indemnity, against cross-defendants Stadt Freiburg T&H
20 Schiffahrts, GMBH Co., KG, and Greencompass Marine, S.A., and
21 each of them;

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23 3. That cross-claimant receive an award of attorney's
24 fees, expenses, and court costs; and

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4. For such further relief as this Court may deem just and appropriate.

DATED: April 14, 2014

SWAIN & DIPOLITO LLP

By:

MICHAEL L. SWAIN
Attorneys for Defendant and
Cross-Claimant,
HANJIN SHIPPING CO., LTD.